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become part of the obligation, although the signatures are not below them, but on the preceding page.

Illegal Contracts—Compromise.—A contract by a client not to settle a suit without the consent of the attorney being against public policy, a complaint seeking to enjoin a breach of such agreement is held, in *Jackson v. Stearns* (Or.) 5 L. R. A. (N. S.) 390, not to state a cause of action.

Contracts—Consideration—Release.—A release of one's obligation upon a contract to purchase real estate, which he claims to be void because made on Sunday, is held, in *Brown v. Jennett* (Iowa) 5 L. R. A. (N. S.) 725, to be a sufficient consideration for his promise to pay the broker's commission.

Physicians and Surgeons—Autopsy.—The liability of doctors for performing an unauthorized autopsy on a dead body for the purpose of complying with a rule of the board of health and securing a burial permit is denied in *Meyers v. Duddenhauser* (Ky.) 5 L. R. A. (N. S.) 727.

Homicide—Acquittal of Higher Offense—Jeopardy.—The setting aside, upon motion of accused, of a verdict finding him guilty of manslaughter upon an indictment for murder, is held, in *State v. Gillis* (S. C.) 5 L. R. A. (N. S.) 571, to open the case for trial on the original indictment for the higher offense, since he is held thereby to waive the constitutional protection against second jeopardy.

Divorce—Grounds—Disease—Condonation.—The possession of a loathsome disease by a man is held, in *Hooe v. Hooe* (Ky.) 5 L. R. A. (N. S.) 729, not to be condoned by cohabitation with him by his wife, with knowledge of the fact, so as to bar a suit for divorce.

Contracts—Enforcement—Rescission—Election of Remedies.—Enforcement, by action, of benefits due under a contract by which property is conveyed in consideration of support, is held, in *Gall v. Gall* (Wis.) 5 L. R. A. (N. S.) 603, not to preclude, on the theory of election of remedies, an action to rescind the contract for subsequent breaches.

Degree of Care Required in Operating Automobiles.—The increasing use of automobiles has brought before the courts the question of the degree of care required while driving on streets and highways. The St. Louis Court of Appeals in *McFern v. Gardner*, 97 Southwestern Reporter, 972, holds that the chauffeur in charge is bound to exercise care commensurate with the risk of injury to other